Supreme Court, U.S.
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No. ___
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IN THE

Supreme Court of the United States

AMERICAN AIRLINES, INC., and TERRY MEENAN,
Petitioners,

v.

ARTHUR GEDDES,
Respondent.

Petition for a Writ of Certiorari to the United States Court of Appeals for the Eleventh Circuit

PETITION FOR A WRIT OF CERTIORARI

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QUESTION PRESENTED

Whether the doctrine of "complete preemption," which confers removal jurisdiction and has long applied to state claims requiring interpretation of collective bargaining agreements under the Labor Management Relations Act ("LMRA"), 29 U.S.C. § 185 *et seq.*, also applies to similar state law claims requiring interpretation of collective bargaining agreements under the Railway Labor Act ("RLA"), 45 U.S.C. § 151 *et seq.*?

PARTIES TO THE PROCEEDINGS

The only parties to the proceedings are those listed in the caption of the case.

STATEMENT UNDER RULE 29.6

Pursuant to Rule 29.6, the parent corporation of American Airlines, Inc. is AMR Corporation. The following mutual fund families each own more than 10% of AMR Corp.'s stock. The stock is dispersed through their constituent mutual funds: FMR Corp. (Fidelity Investments), Lord Abbott & Co., and Primecap Management Co.

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PETITION FOR A WRIT OF CERTIORARI

American Airlines, Inc., and Terry Meenan respectfully petition for a writ of certiorari to review the judgment of the court of appeals in this case.

OPINIONS BELOW

The opinion of the court of appeals (App. A) is reported at 321 F.3d 1349 (11th Cir. 2003). The opinion of the district court (App. B) is not reported.

JURISDICTION

The judgment of the court of appeals was entered on February 21, 2003. The court of appeals denied the petition for hearing *en banc* on May 19, 2003. *See Geddes v.*

American Airlines, Inc., ___ F.3d ___ (11th Cir. May 19, 2003) (Table, No. 02-13885). The jurisdiction of this Court is invoked under 28 U.S.C. § 1254(1).

STATUTORY PROVISIONS INVOLVED

This case concerns the Railway Labor Act, 45 U.S.C. § 151 *et. seq.*, relevant portions of which are reproduced in Appendix C. *See* 45 U.S.C. §§ 151, 152, 153, 181, 184.

STATEMENT OF THE CASE

A. Course of Proceedings and Disposition Below

Arthur Geddes ("Geddes"), an employee of American Airlines, Inc. ("American"), filed claims in the Florida circuit court alleging the torts of negligence and defamation based on American's investigation of his alleged workplace misconduct and resulting discipline. American removed the case to the district court under 28 U.S.C. § 441, asserting federal question jurisdiction because Geddes' claims were completely preempted by the Railway Labor Act (RLA), 45 U.S.C. § 151, *et. seq.* American then moved to dismiss the case based on the RLA's exclusive and mandatory procedures to resolve "minor disputes" requiring interpretation or application of a collective bargaining agreement by an adjustment board.

The district court denied Geddes' Motion to Remand and granted American's Motion to Dismiss. Relying, in part, on this Court's adoption of the standard applied for ordinary preemption of LMRA claims to resolve claims of RLA ordinary preemption in *Hawaiian Airlines v. Norris*, 512 U.S. 246 (1994), the district court applied the "complete preemption" exception to the "well-pleaded complaint" rule to hold that state law claims which require the interpretation or application of a collective bargaining agreement under the

RLA—like those that require interpretation of a collective bargaining agreement under the LMRA—provide grounds for removal.

On appeal, the Court of Appeals for the Eleventh Circuit acknowledged the strong federal policy of exclusive and mandatory adjustment board jurisdiction to resolve RLA "minor disputes." *Geddes*, 321 F.3d at 1354. The court of appeals also accepted that the Supreme Court opinion in *Hawaiian Airlines* "might lead one to conclude that the analogy between the RLA and the LMRA should extend to application of the doctrine of complete preemption." *Id.* at 1355. And the court of appeals noted that, except for one, all of the other circuits to consider the issue have found complete preemption under the RLA. *Id.* at 1356-57. Nevertheless, based on an erroneous and unwarranted distinction between claims under the LMRA and the RLA, the court of appeals held that the doctrine of complete preemption does not apply to the RLA. Removal of Geddes' claims was therefore improper. *Id.* at 1357. The court of appeals reversed and remanded the case to the district court, which has, in turn, remanded to the Florida circuit court.

B. Statement of Facts

Geddes is an aircraft technician employed by American at Miami International Airport. Geddes' employment with American is governed by a collective bargaining agreement between American and the Transport Workers Union (TWU), entered pursuant to the RLA. *See* 45 U.S.C. § 152, First; § 184.

Consistent with the collective bargaining agreement, American has promulgated Rules of Conduct to regulate its employees' behavior in the workplace, and has implemented detailed procedures for supervisors to follow when conducting investigations regarding employee misconduct in the workplace. The collective bargaining agreement provides

that an employee may not be disciplined or discharged in the absence of "just cause," and the agreement requires carrier investigation of alleged employee misconduct as a necessary predicate to disciplinary action and the grievance procedures of the collective bargaining agreement that culminates in system board arbitration.

According to Geddes' Complaint, his co-worker told American's Human Resources Manager[1] and two other managers that Geddes had "threatened to cut [the co-worker's] intestines with a piece of metal at the workplace." As the collective bargaining agreement provides, Geddes was temporarily suspended, and American undertook to investigate the alleged threat made by Geddes pursuant to the investigative procedures set forth in the agreement.

Geddes alleges that American committed torts of defamation and negligence during its conduct of the contractual investigation procedure. According to Geddes, in investigating the accusation by his co-worker, American managers re-published the accusation to other American managers, supervisors, union representatives, and witnesses. All of these individuals were necessary participants in the investigation regarding Geddes' alleged misconduct.[2] American also allegedly placed documents in Geddes' personnel file that included a description of the accusation and the progress of the investigation. Finally, American meted discipline to Geddes in the form of a disciplinary advisory.

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[1] American's Human Resources Manager was (and is) the individual petitioner here, Terry Meenan. She was joined below for the apparent purpose of destroying alternative diversity jurisdiction.

[2] Geddes also alleges defamation in American's response to the EEOC charge he filed, but did not pursue in litigation.

REASONS FOR GRANTING THE PETITION

This petition involves an issue of exceptional importance under the Railway Labor Act (RLA). The question presented goes to the critical role of the federal courts to preserve the exclusive jurisdiction of the statutory adjustment boards over "minor disputes" requiring interpretation of collective bargaining agreements. When a plaintiff "artfully pleads" a purported state law claim, in an attempt to evade the adjustment board procedure, and the employer argues that the claim actually requires interpretation of an RLA collective bargaining agreement, the court is called upon to apply well established federal common law and to determine whether or not the substantive claim is within the mandatory and exclusive jurisdiction of the adjustment board. That judicial determination is a federal question. The Court long has relegated that same jurisdictional determination to the federal courts in the context of the Labor Management Relations Act (LMRA) (where arbitration of grievances is contractual), applying the "complete preemption" exception to the "well-pleaded complaint" rule to confer removal jurisdiction. The federal courts should make the same jurisdictional determination in the context of the RLA (where arbitration is mandated by federal statute).

The Second, Seventh, Eighth, and Ninth Circuits correctly have recognized the application of the "complete preemption" doctrine under the RLA,[3] but the Eleventh Circuit has reached the opposite conclusion erroneously.[4] Intervention by this

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[3] *See Gore v. Trans World Airlines*, 210 F.3d 944 (8th Cir. 2000); *Shafii v. British Airways, PLC*, 83 F.3d 566 (2d Cir. 1996); *O'Brien v. Duluth, Missabe & Iron Range Ry.*, 27 F.3d 569 (7th Cir. 1994); *Schroeder v. Trans World Airlines, Inc.*, 702 F.2d 189 (9th Cir. 1983).

[4] The Third Circuit is the only other Circuit that does not apply "complete preemption" under the RLA. *See Railway Labor Executives Ass'n v. Pittsburgh & Lake Erie R.R. Co.*, 858 F.2d 936 (3d Cir. 1988). This decision later was criticized by the Eighth Circuit as "unnecessarily

Court is necessary to resolve conflict among the circuits and to preserve the special role of the federal courts in enforcing the RLA's statutory adjustment board procedures by uniformly determining whether a claim constitutes a "minor dispute" subject to the exclusive jurisdiction of the adjustment boards under the grievance-arbitration procedures of the RLA.

I. REVIEW IS NECESSARY TO PRESERVE THE CRITICAL ROLE OF THE FEDERAL COURTS TO ENFORCE THE RLA ADJUSTMENT BOARD PROCEDURES

The central error of the court of appeals' decision is that it ignores the overriding federal interest in enforcing the nonjudicial procedures of the Railway Labor Act. The RLA was enacted in 1926 (and extended to the airline industry in 1936) to create a federal procedure for the making and maintaining of collective bargaining agreements covering carriers and their employees. 45 U.S.C. § 151a.[5] Part of that statutory scheme is that disputes over the interpretation or application of collective bargaining agreements, termed "minor disputes," are to be heard exclusively by the adjustment boards mandated by the Act under 45 U.S.C. § 153 (railroads) and § 184 (airlines). The resulting decisions of these boards are subject to limited federal court review. *See Int'l Ass'n of Machinists, AFL-CIO v. Central Airlines, Inc.*, 372 U.S. 682 (1963). Notably, to the extent that the RLA provides for any court involvement in relation to "minor disputes," it explicitly reserves such functions to the federal courts. *See* 45 U.S.C.

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narrow." *See Deford v. Soo Line R.R. Co.*, 867 F.2d 1080, 1086 (8th Cir. 1989).

[5] The RLA is the latest of a series of legislative enactments to regulate labor disputes in the railroad industry, which began with the Arbitration Act of 1888, Ch. 1063, 25 Stat. 501 (Oct. 1, 1888). The RLA, enacted in 1926, was later amended to include airlines. *See* 45 U.S.C. §§ 181-85.

§ 153(p) (petitions to enforce adjustment board orders may be filed in the district courts); § 157(f) (original arbitration award shall be filed with the clerk of the district court); § 158(k) (arbitration agreements shall provide that the award shall be filed with the clerk of the district court).

The efficacy of this system to normally nationwide collective bargaining relationships depends on the role of the federal courts as centralized gatekeepers and cannot admit of state-by-state adjudication of this basic jurisdictional question. The state courts tend to be focused on local concerns, a perspective that is incompatible with resolving whether a common law claim requires interpretation of a system-wide agreement, normally with nationwide implications. The possibility of inconsistent outcomes increases in proportion to the greater number of state courts that would, under the Eleventh Circuit's decision, consider whether claims arguably involve interpretation of a collective bargaining agreement. The Court has recognized the danger of inconsistent outcomes from the state courts that could confuse the administration of system-wide, and normally nationwide, collective bargaining agreements:

> Congress in 1936 could not . . . have thought that stability and continuity to interstate air commerce would come from the undulating policies . . . of the legislatures and courts (or both) of 48 states in the enforcement of anything thought so essential to industrial peace as this system of governmentally compelled arbitration.

Central Airlines, 372 U.S. at 691-92 n.15.

Accordingly, the Court has consistently emphasized that Congress considered it essential to keep minor disputes within the RLA adjustment board system—in which the boards can develop consistent system-wide rules and working conditions—and out of the courts. *See Union Pacific R.R. v. Sheehan*, 439 U.S. 89, 94 (1978). In order to protect that federal statutory scheme, the Court has repeatedly recognized

federal court jurisdiction to enforce the procedures of the RLA in order to ensure that "minor disputes" involving interpretation of collective bargaining agreements are heard exclusively by the adjustment boards mandated by the statute. For example, *Andrews v. Louisville & Nashville R. Co.*, 406 U.S. 320 (1972), like the present case, was a state action that was removed to federal court and dismissed as a minor dispute. The Court reiterated the compulsory nature of the RLA's adjustment board procedures, holding that the plaintiff's characterization of his claim as one for "wrongful discharge" under state law did not save it from dismissal in favor of the RLA's procedures. *Id.* at 323-24. In so ruling, the Court reviewed an earlier decision, stating: "In *Machinists v. Central Airlines,* 372 U.S. 682 (1963), an agreement required under §204 of the Railway Labor Act [45 U.S.C. § 184] was said to be like the Labor Management Relations Act § 301 contract . . . a federal contract and . . . therefore *governed and enforceable by federal law, in the federal courts*." (emphasis added). *Id.* at 323. Thus *Andrews* both illustrates the appropriateness of removal and specifically reiterates the central role of federal courts to enforce the RLA "minor dispute" procedures.

The Court similarly recognized the importance of federal court jurisdiction to enforce the adjustment board procedures established by the RLA in *Brotherhood of R. R. Trainmen v. Chicago River & Ind. R.R. Co.*, 353 U.S. 30 (1957). In *Chicago River*, the Court addressed whether a federal court could enjoin a strike over a "minor dispute" notwithstanding the Norris-LaGuardia Act's restrictions on federal court jurisdiction to issue injunctions in labor disputes. The Court stated that "[t]he . . . question . . . is whether the federal courts can compel compliance with the provisions of the Act to the extent of enjoining a union from striking to defeat the jurisdiction of the Adjustment Board," and concluded that such federal judicial authority existed "notwithstanding the provisions of the Norris-LaGuardia Act." The accommo-

dation of the Norris-LaGuardia Act and the Railway Labor Act was resolved in favor of permitting injunctions to support the functioning of adjustment boards.

Moreover, federal court intervention under the RLA is not limited to strikes. There is a category of RLA disputes in which the federal courts are required to distinguish "major" from "minor" disputes, so that the federal courts may direct disputes to the appropriate statutorily-mandated procedure. *Compare* 45 U.S.C. §152 Seventh, § 156 (requiring bargaining and mediation for disputes over the formation of agreements, "major disputes") *with* §§ 153, 184 (requiring arbitration of disputes involving the application or interpretation of agreements, "minor disputes"). In *Consolidated Rail Corp. v. Railway Labor Exec. Ass'n*, 491 U.S. 299, 305-06 (1989), the Court noted that the determination as to whether a claim is a "major" dispute or a "minor" dispute—similar to the determination in the instant case whether a claim is a state law tort or a "minor dispute" under the RLA —"is a matter of pleading." *Id.* at 305. The Court explicitly recognized the critical role of the federal courts to properly characterize claims so as to protect the RLA's procedures:

> The party who initiates a dispute takes the first step toward categorizing the dispute when it chooses whether to assert an existing contractual right or to take or to resist the action in question. But the Court of Appeals early recognized that there is a danger in leaving the characterization of the dispute solely in the hands of one party. . . . In such circumstances, protection of the proper functioning of the statutory scheme requires the court to substitute its characterization for that of the claimant.

Id. at 305-06 (finding that union's claim constituted "minor" dispute subject to system board adjustment despite union's characterization of claim as "major" dispute); *see also Hawaiian Airlines*, 512 U.S. at 256-263 (describing development of case law).

Admittedly, none of these RLA cases address "complete preemption." But it is beyond peradventure that the federal courts have consistently exercised jurisdiction to enforce and protect the exclusive jurisdiction of the adjustment boards over "minor disputes." The same intense federal interest in the RLA "minor dispute" procedures, which in *Chicago River* supported federal court jurisdiction to keep "minor disputes" out of the streets, also supports federal court jurisdiction to keep "minor disputes" out of the state courts.

The court of appeals failed to understand and give weight to this important RLA policy in addressing the "complete preemption" issue. Its decision represents a marked departure from this Court's enunciated principles of federal court jurisdiction to preserve the jurisdiction of the adjustment boards. Review by this Court is necessary to ensure the role of the federal courts to enforce the procedures of the RLA and to prevent a proliferation of decisionmakers in the state courts, operating under different state standards for ruling on dispositive motions, and resulting in inconsistent results.

II. REVIEW IS NECESSARY TO RESOLVE CONFLICT IN THE CIRCUITS AND TO CORRECT THE COURT OF APPEALS' ERRONEOUS VIEW OF THE FEDERAL INTEREST IN COMPLETE PREEMPTION AS LESS UNDER THE RLA THAN THE LMRA

The court of appeals' view of the federal interest in complete preemption as less under the RLA than the Labor Management Relations Act (LMRA) overlooks the pervasive federal interest in protecting the exclusive jurisdiction of the adjustment boards over "minor disputes" under the RLA. The court's decision conflicts with decisions of the Courts of Appeals for the Second, Seventh, Eighth and Ninth Circuits.[6]

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[6] *See Gore v. Trans World Airlines*, 210 F.3d 944 (8th Cir. 2000); *Shafii v. British Airways, PLC*, 83 F.3d 566 (2d Cir. 1996); *O'Brien v.*

In each of those decisions, the court affirmed the doctrine of complete preemption to support removal to the federal courts. If allowed to stand, the decision of the Eleventh Circuit will undermine the very purpose of the RLA, by creating, for example, a checker-board of local court decisions determining whether the interpretation of a given collective bargaining agreement provision may be involved in some common law tort claim.

The "complete preemption" doctrine originated under the LMRA in this Court's opinion in *Avco Corp. v. Aero Lodge No. 735, Int'l Ass'n of Machinists & Aerospace Workers*, 390 U.S. 557 (1968). The Court held that Avco's suit brought in state court to enjoin a strike necessarily arose under section 301 of the LMRA and was removable even though the company had pled only state law claims: "[When] the heart of the [state law] complaint [is] a . . . clause in the collective bargaining agreement," that complaint arises under federal law. *Id.* at 558. As the Court later explained in *Franchise Tax Bd. of Cal. v. Construction Laborers Vacation Trust for Southern Cal.*, 463 U.S. 1, 23 (1983): "The necessary ground of decision [in *Avco*] was that the preemptive force of §301 is so powerful as to displace entirely any state cause of action for violation of contracts between an employer and a labor organization."[7]

Although the Court has addressed the "complete preemption" doctrine only sparingly over the years, earlier this month, the Court reversed the Eleventh Circuit and held that the "complete preemption" doctrine applies to confer removal jurisdiction over claims of usury against national banks. *See*

Duluth, Missabe & Iron Range Ry., 27 F.3d 569 (7th Cir. 1994); *Schroeder v. Trans World Airlines, Inc.*, 702 F.2d 189 (9th Cir. 1983).

[7] In *Metropolitan Life Ins. Co. v. Taylor*, 481 U.S. 58 (1987), the Court applied the "complete preemption" doctrine to claims under section 502(a) of ERISA, which provides for exclusive federal resolution of employee benefit disputes under a covered plan.

Beneficial Nat'l Bank v. Anderson, ___ U.S. ___, 123 S. Ct. 2058 (June 2, 2003). The Eleventh Circuit's decision that is the subject of this petition followed that court's now-reversed decision in *Beneficial Nat'l Bank*. In *Beneficial Nat'l Bank*, the Eleventh Circuit had held that the "complete preemption" doctrine did not apply because there was no evidence of "clear congressional intent to permit removal" under the National Bank Act, 12 U.S.C. §§ 85, 86. *See Anderson v. H&R Block, Inc.*, 287 F.3d 1038 (11th Cir. 2003). This Court reversed, holding that because the National Bank Act provides the exclusive cause of action for usury claims against national banks, purported state law claims alleging that a national bank violated usury laws necessarily arise under federal law and may be removed under 28 U.S.C. § 1441. The Court explained its earlier "complete preemption" decisions as providing the following framework for determining whether the doctrine applies: **If the federal statute asserted to be preemptive by the defendant provides the exclusive cause of action for the claim at issue, then the claim necessarily arises under federal law and is removable.** *Beneficial National Bank*, ___ U.S. at ___, 123 S. Ct. at 2063. The rationale for the court of appeals' decision in the present case is in conflict with the Court's decision in *Beneficial National Bank*.

This case presents the Court with an opportunity to confirm the applicability of the "complete preemption" doctrine to disputes over collective bargaining agreements formed under the RLA—as it has done for disputes over collective bargaining agreements formed under the LMRA. A finding of complete preemption is consistent with the framework reiterated in *Beneficial National Bank*. The RLA, like the LMRA, undisputedly creates an exclusive forum for disputes over the interpretation or application of collective bargaining agreements and *excludes* state causes of action that require that interpretation or application. *See* 45 U.S.C. §§ 153, 184; *see also, e.g., Andrews*, 406 U.S. at 323-24. Moreover, the

Court has adopted the same standard for ordinary preemption of LMRA and RLA claims, further supporting similar application of "complete preemption" principles under both labor laws.

The standard for ordinary preemption of LMRA claims was clarified by the Court in *Lingle v. Norge Division of Magic Chef, Inc.*, 486 U.S. 399 (1988).[8] Consistent with its "policy of fostering uniform, certain adjudication of disputes over the meaning of collective-bargaining agreements," the *Lingle* Court held: "if the resolution of a state-law claim depends upon the meaning of a collective-bargaining agreement, the application of state law (which might lead to inconsistent results . . .) is pre-empted and federal labor-law principles—necessarily uniform throughout the Nation—must be employed to resolve the dispute." *Id.* at 405-06, 410-11. The Court further noted that it had, in *Avco*, applied *this same preemption principle* "in determining whether a state-law claim brought in state court was properly removed to federal court." *Id.* at 406 n.5.

In *Hawaiian Airlines v. Norris*, 512 U.S. 246 (1994), the Court adopted the standard established in *Lingle* for LMRA ordinary preemption to resolve claims of RLA ordinary preemption. *Id.* at 263. In support of its holding, the Court recognized that the common purposes of the RLA and LMRA, the parallel development of RLA and LMRA pre-emption law, and the "desirability of having a uniform common law of labor law pre-emption" supported the application of the *Lingle* LMRA standard in RLA cases as well. *Id.* at 263 n.9. The Court also noted that it had, in the past, compared collective bargaining agreements made and maintained pursuant to the RLA and the LMRA, concluding

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[8] Ordinary preemption applies when a defendant successfully argues that a purported state law claim must be dismissed as preempted by the LMRA or RLA.

that both types of agreements were federal contracts governed and enforceable by federal law in the federal courts. *Id.* at 263 (citing *Central Airlines, Inc.*, 372 U.S. at 692).[9]

Despite the Court's similar treatment of preemption under the LMRA and the RLA, the court of appeals in the instant case constructed an erroneous and unwarranted dichotomy between the LMRA and RLA as purported justification for refusing to apply the "complete preemption" doctrine to RLA claims. The court of appeals wrongly focused on the fact that the determination of the *merits* of an LMRA claim and an RLA claim may take place in different forums. According to the court of appeals:

> [A] principal rationale for complete preemption under the LMRA does not apply to the RLA precisely because the RLA grievance procedures are mandatory. Complete preemption ensures the creation of federal common law to avoid the possibility of conflicting substantive interpretations [of collective bargaining disputes]. This uniformity rationale fails in the RLA context, however, because minor disputes under the RLA must be sent to arbitration . . . .

Geddes, 321 F.3d at 1356.

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[9] This Court's decision in *Boys Markets, Inc. v. Retail Clerks Union, Local 770*, 398 U.S. 235 (1970), reinforces the Court's comparable jurisdictional treatment of the RLA and LMRA. In that case, the Court reversed prior LMRA precedent and applied the RLA approach of *Chicago River* to the LMRA to find that the Norris-LaGuardia Act did not prohibit a federal court strike injunction to enforce arbitration of an LMRA contractual dispute. The Court expressly justified its reversal of LMRA precedent on its holding in *Avco*, which relegated LMRA strike injunction cases to the federal courts. Presumably, if the Court did not think that federal court removal jurisdiction under *Avco* was similarly applicable under the RLA, it would not have relied on the RLA precedent of *Chicago River* as a basis for its *Boys Market* decision under the LMRA.

This perceived distinction between the RLA and the LMRA is artificial. As this Court recognized in *Lingle*, the merits of LMRA contract claims actually are almost always decided by arbitrators, and not the courts. *Lingle*, 486 U.S. 411 n.11 ("Arbitrators are delegated by nearly all collective-bargaining agreements as the adjudicators of contract disputes)." Indeed, the Court reiterated in *Lingle* that one of the central reasons behind the preemption standard it applies to LMRA claims—which is the same that is applied to RLA claims—is "the need to preserve the effectiveness of arbitration." *Id.* at 411. The national labor policy favoring the development of an industrial "common law of the shop" is even stronger under the RLA where National Mediation Board's union representation determinations are system-wide in scope, and collective bargaining agreements typically apply across the United States, as opposed to contracts under the LMRA which apply in "an appropriate bargaining unit." *See* 29 U.S.C. § 159; *United Steelworkers of America v. Warrior & Gulf Navigation Co.*, 363 U.S. 574, 578-82 (1960) (LMRA representation determinations are based to apply to any appropriate bargaining unit); *see also* Leslie, Douglas C., *The Railway Labor Act* 91-93 (ed. 1995) (RLA crafts and classes).

Moreover, by focusing on the eventual substantive determination of the claim, the court of appeals' analysis skipped the most important step in the process: the federal statutory interest supporting federal court jurisdiction to enforce federally-mandated arbitration procedures. The history of the RLA, reflected in this Court's decisions, shows an overriding federal interest in regulating labor relations in the railroad and airline industry. *See* Sec. I., *supra*. The fact that the RLA relies on adjustment boards rather than the federal courts to *hear* contractual disputes does not diminish the federal interest in ensuring that such disputes are not diverted from the mandatory adjustment board procedures.

In sum, the Court's decisions provide no basis for the Eleventh Circuit's distinction in the complete preemption analysis between the RLA and the LMRA. If anything, the preemptive force of the RLA is stronger than that of the LMRA because the Act was crafted to avoid interruptions to commerce from labor disputes in industries in which bargaining relationships are normally nationwide. *A fortiori*, the federal courts must have jurisdiction to determine whether a purported state law claim is subject to statutorily-mandated system board adjustment under the RLA. Review by this Court is necessary to correct the court of appeals' erroneous failure to apply the complete preemption doctrine under the RLA.

CONCLUSION

The petition for a writ of certiorari should be granted.

Respectfully submitted,

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